



STATE OF MONTANA INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

This solicitation is offered with funding from the American Recovery and Reinvestment Act of 2009, commonly known as the Economic Stimulus Act, and is contingent upon receipt of the funds required for the project.

IFB Number:
#HWY-309344-RP

IFB Title:
2010 MINIVAN CONVERSIONS

IFB Due Date and Time:
OCTOBER 2, 2009
2:00 pm, Local Time

Number of Pages: 22

ISSUING AGENCY INFORMATION

Procurement Officer:
RICHELE PARKHURST

Issue Date:
SEPTEMBER 23, 2009

MONTANA DEPARTMENT OF TRANSPORTATION
PURCHASING SERVICES SECTION
424 MOREY STREET
PO BOX 20437
BILLINGS MT 59104-0437

Phone: (406) 657-0274
Fax: (406) 256-6487
TTY Users, Dial (406) 444-7696

Vendor Website: <http://vendor.mt.gov/>
Montana Recovery Website: <http://recovery.mt.gov>

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR BID AND ANY
REQUIRED DOCUMENTS TO THE ADDRESS
LISTED ABOVE UNDER "ISSUING AGENCY
INFORMATION."

Mark Face of Envelope/Package:

IFB Number: #HWY-309344-RP
IFB Due Date: OCTOBER 2, 2009

SEALED BIDS will be received and publicly opened
in the **Billings** office at **2:00 pm**.

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

HIGHWAY CIVIL RIGHTS

The Contractor must, in performance of work on this contract, fully comply with all applicable federal, state or local laws, rules and regulations. The Contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disabilities or national origin by the persons performing the contract.

BILL TO: DEPT OF TRANSPORTATION
TRANSPORTATION PLANNING
DIVISION
PO BOX 201001
HELENA MT 59620-1001

F.O.B. ADDRESS: DEPT OF TRANSPORTATION
VARIOUS LOCATIONS AS LISTED
HEREIN

Questions may be directed to Adam Kraft at (406) 444-6120 in Helena. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing, and claimed oral modifications are not valid or binding.

1.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Bids, proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal.

1.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

1.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

1.4. ALTERNATE BIDS

The Montana Department of Transportation may consider an "alternate" bid, if and only if the "base" bid by the same vendor is low bid, and, if that low bid meets or exceeds all terms, conditions and specifications of the bid package.

"Alternate" bids not falling with this criteria will not be considered.

1.5. AMERICAN RECOVERY AND REINVESTMENT ACT

This contract is automatically canceled if federal funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, are not appropriated or otherwise made available to support the contract's commencement or continuation of performance.

1.6. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

1.7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141.)

1.8. AUTHORITY

The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

1.9. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

1.10. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

1.11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

1.12. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department of Transportation Purchasing Bureau. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

1.13. CONTRACT CANCELLATION

This agreement may be terminated for failure to provide the services or accomplish work enumerated herein. Upon receiving written notice for the DEPARTMENT, the CONTRACTOR has fifteen (15) days to cure the failure, the CONTRACTOR'S failure to cure the failure within the time allowed will be grounds for the immediate termination of the Agreement.

This agreement may be terminated without cause thirty (30) days written notice.

1.14. DEBARMENT

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

1.15. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

1.16. EXCEPTIONS

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

1.17. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

1.18. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

1.19. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

1.20. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the Agreement and its execution.

This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the Agreement, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees. The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor, and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor, and the public.

1.21. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

1.22. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

1.23. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

1.24. RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/procurement/reciprocalpreference.asp>

1.25. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

1.26. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>

1.27. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities, or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Bureau (406-444-7226) in Helena.

1.28. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

1.29. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

1.30. SOLICITATION DOCUMENT EXAMINATION

Vendors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

1.31. STANDARDS

Products shall be new and unused (unless otherwise stated) and free of known defect.

Bids may contain specific terms, conditions, specifications and brand/model product references. No consideration will be given if a bid response fails to conform to the terms and conditions stated within that bid package. No consideration will be given if the product bid fails to meet or exceed the specifications detailed within the bid package. No consideration will be given if the product bid fails to meet or exceed the design, construction and performance standards, stated or implied, by use of a brand/model product reference.

Brand/model product references are provided solely as a means of establishing a standard of design, construction and performance and should in no way be construed as an attempt to limit competition. Bids for other, equal/brand model products are always welcome.

Special Brands, when names, are indicative of the standard of quality desired. Comparable products are acceptable if guaranteed equal. Specifications and descriptive literature must be attached when requested.

1.32. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

1.33. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual.

1.34. TERMINATION OF CONTRACT

49 U.S.C. Part 18 & FTA Circular 4220.1E apply to this contract

- 1.34.1. Termination for Convenience: The Department may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Department to be paid the Contractor. If the Contractor has any property in its possession belonging to the Department the Contractor will account for the same, and dispose of it in the manner the Department directs.
- 1.34.2. Termination for Default: If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Department may terminate this contract for default. The Department shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

1.35. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

1.36. UNIT PRICE

Unless otherwise specified, the unit price for each line items must be provided in the appropriate space within the bid document: This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

1.37. U.S. FUNDS

All prices and payments must be in U.S. dollars.

1.38. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

1.39. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

1.40. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

2.0. SEVEN (7) PASSENGER MINIVAN SPECIFICATIONS

Provide and deliver F.O.B. multiple locations as listed herein, Nine (9) 2010 Mini Van Conversions(s) as specified herein. The Mini Van Conversions must be capable of seating seven (7) adult passengers, including the driver or four (4) passengers and two (2) wheelchairs.

The Department intends to purchase a minimum of nine (9) 2010 Minivan Conversions pursuant to the specifications listed herein. In addition, the Department shall reserve the option to purchase six (6) additional minivan conversions meeting the same specification requirements stated in this Invitation for Bid. These vehicles are to be furnished at the same cost quoted in Section 5.0, Quote Section. The Department makes no commitment either stated or implied, to purchase any specific amount of minivan conversions.

The contract term will be the Purchase Order issue date through December 31, 2009.

F.O.B. LOCATIONS	# MINIVANS REQUESTED
Great Falls Transit District PO Box 2356 3905 North Star Blvd Great Falls MT 59405	3
Flathead – Eagle Transit 160 Kelly Rd, Suite A Kalispell MT 59901-5143	1
Community Option Resources 200 S 24 th Street Billings MT 59101	1
Carter Co/Dahl Memorial PO Box 504 214 Park St Ekalaka MT 59324-0504	1
Whitehall Senior Citizens PO Box 248 3 North Division Whitehall MT 59759-0248	1
Liberty County COA PO Box 13 30 First St East Chester MT 59522-0013	1
Custer County Transit Authority 101 Main Street Miles City MT 59301	1

2.1. SCOPE

- 2.1.1. The purpose of these specifications is to provide Nine (9) 2010 Minivan Conversions capable of seating seven (7) adult passengers, including the driver or four (4) passengers and two (2) wheelchairs for the agencies listed above with the option to purchase an additional (6) minivan conversions.
- 2.1.2. **The floor shall be lowered a minimum average of 10 inches and a maximum average of 16 inches.**
- 2.1.3. The vehicle must meet all applicable Federal and State Motor Vehicle Safety Standards and comply with all Federal Requirements of the Americans with Disabilities Act of 1990.
- 2.1.4. The successful bidder shall quick title the vehicles to the purchaser and deliver the vehicle to the location specified.
- 2.1.5. The successful bidder shall have a facility capable of handling warranty repairs throughout the state of Montana.
- 2.1.6. The purchaser (Montana Department of Transportation Transit Section) shall approve any deviation from these specifications in writing.

2.2. GENERAL SPECIFICATIONS

- 2.2.1. ADA, FMVSS, CMVSS & CARB Compliant
- 2.2.2. Motor Vehicle Pollution Standards: A certification in writing shall be obtained from the successful bidder that the horsepower of the vehicle is adequate and that exhaust emission standards are met in accordance with Section 15 of the contractual agreement between the State and the recipient nonprofit agency.
- 2.2.3. Disadvantaged Business Enterprises: In accordance with Title 49 of the Code of Federal Regulations, Part 23, Subpart D, Section 23.67, Special Provisions for Transit Vehicle Manufacturers, it is a requirement that each vehicle manufacturer must certify compliance with this section as a condition of authorization to bid on transit vehicle purchases, which are utilizing Urban Mass Transportation Administration funds. The certification 80-204 Attachment #2 must be signed by a legally authorized representative of the bidder's firm and returned with the bid.
- 2.2.4. Pre-delivery Service and Inspection: Pre-delivery service and inspection certificates, signed by the manufacturer or the manufacturer's local authorized dealer must be furnished with each unit at no additional cost to the State before payment can be made.
- 2.2.5. Warranty Policy: A signed Warranty of Service Policy, which will be honored at any manufacturer's authorized dealer, must be furnished for each vehicle. The manufacturers or the selling dealer shall pay any charges under warranty other than grease and oil.
- 2.2.6. Parts and service are requested to be available in the State of Montana.
- 2.2.7. All vehicles must conform to current Federal Safety Regulations regarding directional signals and other lighting, reflectors, seat belts, braking systems and include exhaust emission controls.

3.0. MINIMUM TECHNICAL REQUIREMENTS

Bidders must provide information in all blocks in the “Furnished” columns below. Bidders must provide the information requested in the “Furnished” blocks – and/or – address the specifications listed in one of the following ways:

- 1) State – “Yes” which means that the bidder will comply with that particular specification.
- 2) State – “No” which means that the bidder will not comply with that particular specification.
- 3) State – “Exception” and list any exception to the specification you wish the Department to consider. Any and all exception to the specifications MUST be listed. If no exceptions are listed, the equipment bid will be considered to meet or exceed the specifications.
- 4) State – “Equivalent” and list any and all equipment to the specification you wish the Purchaser to consider. Any and all equivalent equipment to the specifications MUST be listed. If no equivalent equipment is listed, the equipment bid will be considered to meet or exceed the specifications.
- 5) Provide the specific information requested in the block (i.e. Wheelbase; 118 inches). Some “blocks” may require that the bidder provide specific information and also respond as noted in 1-4 above.

If an explanation will not fit in the “block”, then state “See attached Explanation” in the “block”. Then attach another sheet for your explanation. The attached sheet must state the specification that you are addressing and the supporting explanation/details (i.e. Section 4., #1).

3.1. CHASSIS SPECIFICATIONS

SPECIFICATIONS		FURNISHED	
1.	<u>Wheelbase</u> - 118 inches minimum to 123 inches maximum	1.	
2.	<u>Suspension System</u> - Heavy-duty front and rear	2.	
3.	<u>Fuel Tank</u> - A minimum of 20 U.S. gallons, CARB-compliant - Full tank at time of delivery	3.	
4.	<u>Engine</u> - 3.3L EFI V-6 minimum	4.	
5.	<u>Transmission</u> - Four speed automatic with overdrive minimum	5.	
6.	<u>Radiator/Coolant System</u> - Heavy-duty with coolant recovery kit - Cooling system to be winterized for 40 degrees below zero - 180 degree thermostat	6.	
7.	<u>Horn</u> - OEM standard	7.	
8.	<u>Alternator</u> - 105 AMP minimum - 12-Volt	8.	
9.	<u>Block Heater</u> - 400-watt minimum, with easily accessible cord	9.	

10.	<u>Brakes</u> - Power assisted hydraulic dual system - 4-wheel ABS - Disc front and rear drum minimum - ADA interlock system	10.	
11.	<u>Wheels and Tires</u> - Wheel, tire size and rating must be of sufficient size and strength to meet GVW rating of chassis - Tires to be steel-belted, all season radial minimum - Minimum size P225/65R16 - Full-size OEM spare wheel and tire assembly - The vehicle will also come with a jack and lug wrench that will be OEM	11.	
12.	<u>Battery</u> - Heavy-duty 600 CCA minimum - 12-volt "Maintenance Free"	12.	
13.	<u>Steering</u> - Power assisted with cruise control - Tilt steering	13.	
14.	<u>Gauges</u> - Vehicle shall be equipped with the following OEM needle-type gauges: A. Amp meter or Voltmeter. Warning light is acceptable if OEM needle-type gauge is not available B. Headlight on indicator and headlight high beam indicator; and directional signal and flasher action light C. Oil pressure gauge. Warning light is acceptable if OEM needle-type gauge is not available. D. Fuel tank level gauge E. Speedometer with odometer F. Engine temperature gauge. Warning light is acceptable if OEM needle-type gauge is not available	14.	A. B. C. D. E. F.
15.	<u>Hood</u> - To have latch release from inside of vehicle	15.	
16.	<u>Wipers</u> - Front: Three speed (to include intermittent setting) with dual jet washers -Rear: Multi-speed wiper with jet washer	16.	
17.	<u>Parking Brake</u> - Mechanical, rear wheel and dash mounted warning light	17.	

18.	<u>Radio</u> - OEM standard AM/FM radio with Compact Disc player and at least four (4) total speakers for passenger and driver area	18.	
19.	<u>Wiring</u> - All cable and wiring shall be OEM standard and coded. Secondary ignition wires must be radio suppression type, electronic or equal	19.	

3.2. BODY SPECIFICATIONS

SPECIFICATIONS

FURNISHED

1.	<u>Floor</u> - Premium vinyl flooring with 3/8" marine grade plywood underlayment - Shall be lowered a minimum average of 10 inches to a maximum average of 16 inches (between 10 to 16 inches on average) - Floor drop shall not diminish factory values - Floor-to-ceiling at center of van height minimum is 56" - There will be floor mats in all passenger areas and driver's area - The floor should have an anti-slip material installed on the floor to prevent any person from slipping when entering/exiting the vehicle	1.	
2.	<u>Interior Trim</u> - All interior trim shall match OEM material and certificate of compliance with FMVSS fire codes shall be supplied	2.	
3.	<u>Seating</u> - Driver and co-pilot seats to be OEM standard and covered with deluxe heavy-duty transit grade cloth - Co-pilot seat will be removable - Seats will have been scotch guard protected from the vendor before delivery	3.	
4.	<u>Second Row Seating</u> - One (1) two-passenger Freedman Seating Fold-A-Way Series - Seats will be covered with deluxe heavy-duty transit grade cloth - Seat color will match the OEM seating - Seats will have been scotch guard protected from the vendor before delivery	4.	
5.	<u>Third Row Seating</u> - The rear seat will be a OEM three-passenger split bench seat - Seats will have been scotch guard protected from the vendor before delivery - All seats will be of matching color	5.	

6.	<u>Belts</u> - Seatbelts, one set per passenger - All belts shall be of sufficient length for adults - Certified shoulder and lap belt with automatic retractor shall be provided for driver and co-pilot - The second row seat belts will be of the U.S.R. under seat retractor type - The third row seat belts will be OEM standard	6.	
7.	<u>Interior Lights</u> - Overhead entrance and step-well light shall be provided to ensure illumination of step-well. These lights shall illuminate automatically when door is open	7.	
8.	<u>Exterior Lights</u> - Lights shall be in accordance with Federal Motor Carrier Safety requirements	8.	
9.	<u>Turn Signals and Backup Lights</u> - Two (2) front and two (2) rear OEM standard - Must provide adequate illumination for nighttime operation	9.	
10.	<u>Windows</u> - Side passenger windows shall be provided throughout the passenger compartment - All windows to be the safety-type and be tinted MINIMUM 31%.	10.	
11.	<u>Paint</u> - Vehicle(s) shall be finished in OEM standard enamel - Color will be OEM white	11.	
12.	<u>Bumpers</u> -OEM standard front and rear bumpers shall be supplied	12.	
13.	<u>Doors and Tailgate</u> - All doors must be equipped with inside release mechanism - Must include emergency rear hatch release - Dual sliding doors will be provided on the driver and co-pilot sides of the vehicle - The sliding door on the co-pilot side of the vehicle must be power. It is required that this door can be opened automatically or manually. - Sliding doors must be ADA compliant with a minimum 56 inch vertical opening, passenger door opening must be a minimum of 32 inches wide	13.	
14.	<u>Body Frame</u> - The entire body frame understructure of the vehicle is to be rustproof and fully undercoated with non-flammable material that conforms to MIL Spec MIL-C-00883933A	14.	

	- Such material shall be applied in continuous and uniform coating to all metal panels and splash pans under the vehicle for protection against rust and corrosion		
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3.3. OTHER EQUIPMENT AND ACCESSORIES

SPECIFICATIONS

FURNISHED

1.	<u>Safety and Other Equipment</u> A. Six (6) passenger first aid kits mounted in readily accessible position B. Web cutter 8705 Kinedyne or equal mounted in driver's area C. Disabled vehicle warning device (triangular reflector kit) secured in vehicle interior D. A body fluid kit that meets OSHA standards E. 2.5 pound dry A-B-C fire extinguisher that can be recharged and must be securely mounted in vehicle interior in readily accessible position. The mounting bracket that will be used will be made of metal and will secure the neck on the fire extinguisher. F. Two (2) 4-point tie-downs for wheelchairs. One (1) for the center and one (1) for the front right positions - Wheelchair restraint track must be Kinedyne "L" fitting series or equal - Two (2) sets of retractable wheelchair restraints must be Kinedyne Retractor Model FF627S-4C or equal - The lap and shoulder belt will be FE200595 and FE200599 or equal - A storage bag to store restraints will be provided G. Manual swing-out ramp on the co-pilot side of the vehicle and the vehicle must meet all ADA standards. The manual ramp must be able to support loads of at least 700 pounds H. If the vehicle is equip with a kneeling system then it must meet the ADA requirements	1.	A. B. C. D. E. F. G. H.
2.	<u>Keys</u> - The vendor will supply the agency with three (3) sets of keys for the vehicle each on their own key ring	2.	
3.	<u>Mirrors</u> - Dual low-mount rear view mirrors OEM standard with adjustment being electrical - An interior conversation mirror OEM standard shall be provided	3.	

	- Mirrors shall have metal backing and frame with rounded corners and protected edges		
4.	<u>Passenger Door and Step Well</u> - Doors to be sliding with a flexible soft rubber cushion at least 1" in width on the meeting edge and at bottom of doors for seal to step well - All steps to be enclosed with steel step well inside of vehicle	4.	
5.	<u>Heater</u> - Fresh air type front mounted OEM standard - Must include front defroster with multiple speed blower - Auxiliary heater for passenger section of van	5.	
6.	<u>Air Conditioning</u> - Fresh air front mounted OEM standard with manual control multiple speed fan - Heavy-duty OEM auxiliary air for cooling passenger compartment	6.	
7.	<u>Rear Defroster</u> - The vehicle will have a rear defroster on the rear window	7.	
8.	<u>Emergency Exits</u> - A door or emergency exit window will be provided with fastening device for opening inside and outside of vehicle which may be quickly released - All emergency exits shall be marked with instructions for proper use - No seats or other objects shall be placed in the vehicle that restricts passageway to an emergency door to less than 16"	8.	
9.	<u>Insulation</u> - Walls, ceiling and firewall will be adequately insulated with fire resistant non-hygroscopic material - Insulation will be thoroughly sealed preventing condensation. Air drafts during normal operation are not acceptable	9.	

3.4. INFORMATION TO BE FURNISHED WITH EACH VEHICLE AT TIME OF DELIVERY**INFORMATION****FURNISHED**

1.	All items listed below must be in one (1) three ring binder for the agency. Owner's manual is not adequate	1.	
	A. Drawing showing wiring schematics of auxiliary circuits		A.
	B. Maintenance and inspection schedule incorporating the required maintenance and inspection schedule of the basic vehicle and its subsystems (i.e. air conditioning)		B.

C. Warranty papers for chassis, body and additional equipment. A list of dealerships authorized to do the warranty work in Montana	C.
D. A repair and parts manual for chassis, body and auxiliary equipment with each vehicle. Owner's manual is adequate	D.
E. Original Bill of Sale	E.
F. Official Odometer Reading	F.
G. Original Manufacturer's Statement of Origin (MSO)	G.
H. Original invoice from vendor	H.
I. Any other information needed to title the vehicle in the State of Montana	I.

3.5. MISCELLANEOUS

INFORMATION / SPECIFICATIONS

APPROVED / INFO

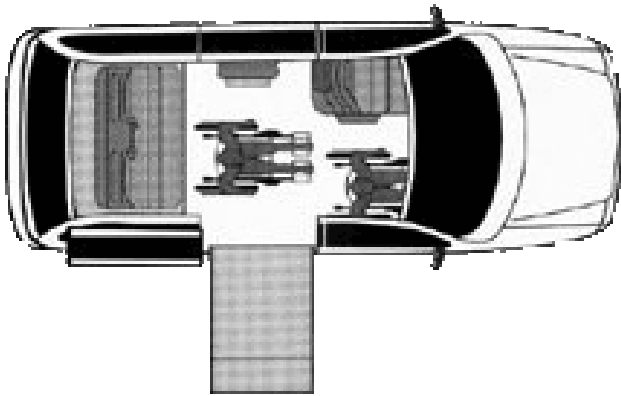
1. <u>Warranty Information</u> - Description of warranty including time and mileage limits for body and chassis, a list of authorized dealerships in the local area that will have responsibility for warranty work, and an outline of the procedure involved in the fulfillment of warranty work - A letter stating that warranty start date and mileage will be provided at time of delivery	1.	
2. <u>Inspections</u> - Vehicles shall be thoroughly inspected upon delivery to ensure that all equipment is installed and operating properly. Tests shall be performed to ensure that the unit is dust proof, watertight and fume proof. Inspection time may exceed two (2) hours per vehicle delivered	2.	
3. <u>Exceptions to Minimum Specifications</u> - List of any exceptions to the specification you wish the Purchaser to consider. Any and all exceptions to the specifications MUST be listed. If no exceptions are listed, the equipment bid will be considered to meet or exceed the specifications	3.	
4. <u>Equivalent Equipment</u> - List of any equivalent equipment to the specification you wish the Purchaser to consider. Any and all equivalent equipment to the specifications MUST be listed. If no equivalent equipment is listed, the equipment bid will be considered to meet or exceed the specifications.	4.	

5.	<u>Delivery Extensions</u> - Delivery extensions require written proof of delay	5.	
6.	<u>Other Equipment</u> - Unit requested to be new and standard equipment unless otherwise specified. To be dealer prepared and ready to be placed into service when delivered	6.	
7.	<u>Other Information</u> - If more space is needed, attach additional sheets	7.	

3.6. FLOOR PLAN

INFORMATION / SPECIFICATIONS

APPROVED / INFO

1.	<u>Diagram</u> 	1.	
2.	<u>Description</u> - The vehicle must be capable of seating two (2) wheel chairs and four (4) passengers OR seven (7) adult passengers - The rear seat will be a three-passenger split bench seat (picture depicts the two-passenger rear seat)	2.	

4.0. ANTICIPATED DATE OF DELIVERY AGREEMENT

In the event that delivery of vehicles is not made by 120 working days, the Department shall assess liquidated damages of \$100.00 per working day per vehicle.

In cases where the deliver of vehicles is delayed because of strikes, injunctions, governmental control, natural disasters, or by reason of any cause or circumstances beyond the control of the successful bidder, the time of deliver shall be extended by the number of days of delay resulting from such cause. The successful bidder must document delays. EXTENSIONS MUST BE REQUESTED AND GRANTED IN WRITING IN ADVANCE OF THE DELAY. In no event shall exceptions be granted after the delivery date.

Delivery notice must be given to the purchaser, five (5) working days prior to delivery.

5.0. QUOTE SECTION

Provide and deliver F.O.B. multiple locations, Nine (9) 2010 Mini Van Conversions as specified above.

The Department intends to purchase a minimum of nine (9) 2010 Minivan Conversions pursuant to the specifications listed above. In addition, the Department shall reserve the option to purchase six (6) additional minivan conversions meeting the same specification requirements stated in this Invitation for Bid. These vehicles are to be furnished at the same cost quoted. The Department makes no commitment either stated or implied, to purchase any specific amount of minivan conversions.

The contract term will be the Purchase Order issue date through December 31, 2009.

All prices shall be F.O.B., destination and shipping prepaid.

NOTE: Bidders must submit one (1) original Invitation for Bid plus one (1) copy to the Purchasing Services Section.

GENERAL INFORMATION

Provide the following information for the minivan that you are bidding.

BODY TYPE: Make _____ Model _____ Year _____

Metal body or Fiberglass body _____

Ceiling Height _____ inches

FLOOR: Para-Transit Floor or Standard floor w/wheel housing _____

CHASSIS: Make _____ Model _____ Year _____

GVW: _____ pounds Wheelbase _____ inches

Vehicle Length _____ feet

SEATING DESIGN LAYOUT: Ambulatory seats _____ Wheelchair tie downs _____

LIFT/RAMP: Make _____ Model _____

Max Capacity _____ pounds

ADDITIONAL BID INFORMATION

List exceptions, warranty information, and any other required information.

EXCEPTIONS TO MINIMUM SPECIFICATIONS: List of any exceptions to the specification you wish the Purchaser to consider. Any and all exceptions to the specifications **MUST** be listed. If no exceptions are listed, the equipment bid will be considered to meet or exceed the specifications. If more space is needed, attach additional sheets.

WARRANTY INFORMATION: Description of warranty including time and mileage limits for body and chassis, and a list of authorized dealerships in the local area that will have responsibility for warranty work. If more space is needed, attach additional sheets.

OTHER INFORMATION: If more space is needed, attach additional sheets.

ANTICIPATED DATE OF DELIVERY (cannot exceed 120 working days ARO): _____

PRICE INFORMATION

**FOB: GREAT FALLS TRANSIT DISTRICT
3905 NORTH STAR BLVD
GREAT FALLS MT 59405**

Cost per Each 2010 Mini Van Conversion: \$ _____

Extension for Three (3) 2010 Mini Van Conversions: \$ _____

**FOB: FLATHEAD – EAGLE TRANSIT
160 KELLY RD SUITE A
KALISPELL MT 59901**

Cost for One (1) 2010 Mini Van Conversion : \$ _____

**FOB: COMMUNITY OPTION RESOURCES
200 S 24TH STREET
BILLINGS MT 59101**

Cost for One (1) 2010 Mini Van Conversion: \$ _____

**FOB: CARTER CO/DAHL MEMORIAL
214 PARK ST
EKALAKA MT 59324**

Cost for One (1) 2010 Mini Van Conversion: \$ _____

**FOB: WHITEHALL SENIOR CITIZENS
3 NORTH DIVISION
WHITEHALL MT 59759**

Cost for One (1) 2010 Mini Van Conversion: \$ _____

**FOB: LIBERTY COUNTY COA
30 FIRST ST EAST
CHESTER MT 59522**

Cost for One (1) 2010 Mini Van Conversion: \$ _____

**FOB: CUSTER COUNTY TRANSIT AUTHORITY
101 MAIN STREET
MILES CITY MT 59301**

Cost for One (1) 2010 Mini Van Conversion: \$ _____

Cost per Each 2010 Mini Van Conversion: \$ _____

The Department also reserves the right to cancel the project referenced herein if cancellation is deemed to be in the Department's best interest.

- A) Failure on the part of the vendor to display Invitation for Bid #HWY-309344-RP on the outside of the envelope containing a sealed bid will result in bid disqualification.
- A) Manufacturer's literature, sufficient in detail to address all specification requirements of the item being bid, must accompany your bid response. Failure to enclose literature as required; or, failure on the part of the vendor to enclose literature of sufficient detail to address all specification requirements of the item being bid, will result in bid disqualification.
- B) Failure to provide a schematic showing interior dimensions and seating arrangements will result in bid disqualification.

- * Check our website for the latest addendum to the IFB
- * Sign and return each addendum as required
- * Properly identify return envelope
- * Sign your bid on the front page
- * Initial any bid changes you made
- * Include literature as required
- * Review and complete all requirements as listed herein to ensure compliance
- * Sign required certification form

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